



## CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Agreement Between the Boosters of Boys and Girls Sports Organization (B.O.B.S.) and City of Lodi for Concession Operations at Zupo Park

MEETING DATE: March 15, 1995

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council approve the 3-year agreement with the B.O.b.S. Organization to operate the Concession stand at Zupo Field.

BACKGROUND INFORMATION: We have had an agreement with the B.O.B.S. Organization to operate the concession stand at Zupo Field for at least four years. During this time they have done an excellent job of servicing the facility with quality food and vender service. We feel comfortable with this agreement and recommend renewal of our agreement to cover the period of January 1, 1995 to December 31, 1998 (3 years).

FUNDING: All revenues collected go towards the B.O.B.S. Youth Sports Fund. It covers expenses of the organization's commitment to provide youth sport programs and keep registration costs to youth at a minimum.

Ron Williamson  
Parks and Recreation Director

RW/jo

Prepared by Ron Williamson, Parks and Recreation Director  
cc: City Attorney

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APPROVED: \_\_\_\_\_

THOMAS A. PETERSON  
City Manager



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## AGREEMENT

### CITY OF LODI AND BOOSTERS OF BOYS AND GIRLS SPORTS FOR CONCESSION OPERATIONS AT ZUPO PARK

#### PARTIES:

This agreement is made and entered into this 1st. day of January, 1995 by and between the City of Lodi, a municipal corporation ("City") and the Boosters of Boys and Girls Sports ("BOBS"). This agreement shall expire on December 31, 1998.

#### RECITALS:

BOBS agrees to operate concession stands at the below described park(s) under the terms and conditions set forth herein:

Zupo Park  
350 North Washington Street  
Lodi, California

#### TERMS AND CONDITIONS:

1. Premises: City does hereby grant to BOBS the sole and exclusive right\license to vend food and drinks, etc. at the concession stands of the above described park(s) for the term of this agreement.
2. Consideration: In consideration for the granting of this right\license the parties shall do the following:
  - A. City shall provide:
    1. Enclosed concession stands with some limited City-owned equipment which BOBS will be expected to service and maintain at BOBS sole cost and expense;

2. Water, sanitary sewer, gas, electricity, and garbage receptacles outside of the concession buildings;
3. Maintenance of the general property of the concession buildings, unless abuse and lack of general care is apparent, at which time the cost and expenditures shall be that of the BOBS.

B. Concession operation conditions:

1. The City Manager is granted the right to immediately terminate this agreement upon failure on the part of the BOBS to keep in full force and effect during the entire term of this agreement, the insurance required herein;
2. BOBS shall, prior to opening for business, furnish a products and price schedule and shall follow the products and price schedule as mutually agreed to between BOBS and City;
3. BOBS shall provide all equipment and merchandise necessary to operate said concessions;
4. BOBS shall keep accurate records and books of accounts of all purchases and sales and does hereby give to the City or its authorized agents, the right to examine and audit said books at any reasonable time. The BOBS will complete monthly reports, and these reports shall be filed with the City by the tenth day of every month while said concession is in operation;
5. BOBS shall operate said concession from March 1 through November 15 at times commencing 15 minutes before events, and to the top of the last scheduled inning;
6. BOBS agrees to obtain at its own expense, any and all permits and licenses which may be required by law or ordinance in conducting the concessions, and to pay any and all taxes which may be assessed against it for whatever purposes in the operation of said concessions;

7. BOBS shall keep the concession stands and the immediate surrounding area in a clean and presentable condition at all times and follow the strictest of sanitary conditions, and any State and local ordinances applicable to the business conducted. BOBS shall give the City written notice of any maintenance problems;
8. The rights granted hereunder for concession sales at the identified park(s), shall be exclusive to BOBS. Subleasing by BOBS is hereby prohibited. BOBS has the right of first refusal on all special events occurring at the above-named park in providing required food and beverage service. If BOBS relinquishes its rights under this paragraph, City shall be free to contract with any other concessionaire of its choosing to provide concessions for the special event;
9. BOBS is aware that a Possessory Interest Tax is or may be charged each year by the County Assessor for the use of the facilities and that this tax is the responsibility of BOBS;
10. The Parks and Recreation Director and BOBS as mutually agreed upon shall approve or disapprove any employee or operator of said concession stands on the basis of such considerations as dress, general cleanliness, working relationship with the public, and staff needed to successfully vend food for day to day operations, tournaments or special events\activities. ( City will coordinate this action with Concessionaire manager);
11. City reserves the right to enter upon the premises at any reasonable time, to inspect the operation and equipment thereon, or for any other purpose;
12. BOBS shall not have the right to sell, mortgage, assign or sublet this agreement or any part thereof without the prior written consent of City and any attempt to do so shall automatically terminate this agreement;
13. BOBS shall be responsible for the security of the concession stand and any storage buildings assigned to its exclusive use as far as locks on doors and

windows or installation of an alarm system if it is deemed necessary by mutual agreement of the parties. BOBS shall be responsible for any acts of vandalism to BOBS equipment or inventory;

14. At the conclusion of or termination of this agreement BOBS shall surrender said concession premises in as good an order and condition as that in which BOBS received same, excepting ordinary wear and tear. Damage to or mistreatment of the buildings or City equipment will be the responsibility of BOBS to repair, replace, or reimburse for repair and replacement.

3. Insurance\Hold Harmless: City shall, as owner of the property, be responsible to the extent provided by law for any damages arising from the condition of the property itself, or from the direct and active negligence of City's employees and officers. BOBS shall save, defend, indemnify and hold harmless City, its officers, agents or employees from all damages, costs or expenses which may arise because of damages or injury caused by BOBS, its officers, agents, members or employees during the course of its activities on said premises. Such indemnity shall include attorney's fees. BOBS is required to carry a policy of comprehensive general liability insurance in compliance with all provisions of the "Risk Transfer Requirements for Lease or Use of City of Lodi Facilities (4\93 (KE)", attached hereto as Exhibit A and incorporated herein by reference.

4. Termination of Agreement: This agreement may be terminated at any time with or without cause by either party upon thirty days written notice. Upon termination of this agreement BOBS agrees to quit and surrender the premises in a peaceable manner and City shall have the right to remove BOBS and all others occupying through or under this agreement.

5. Entire Agreement: This document contains the entire agreement between the parties. Any inconsistent prior or contemporaneous oral terms are void and shall not be used to modify or supplement this written agreement.

6. Attorney's Fee and Costs: In the event either party brings an action under this agreement at Law or in Equity, for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorney's fees and costs whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, the parties hereto, being in agreement with the terms of this writing, have set their hands as follows:

CITY OF LODI, a municipal corporation:

BOOSTERS OF BOYS AND  
GIRLS SPORTS (BOBS):

by: \_\_\_\_\_

Thomas A. Peterson  
City Manager

by: \_\_\_\_\_

Dick Slauson  
President

Attest:

Approved as to form:

\_\_\_\_\_  
Jennifer Perrin  
City Clerk

by: Jacqueline Taylor  
Deputy City Clerk

\_\_\_\_\_  
Bob W. McNatt  
City Attorney

RESOLUTION NO. 95-36

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE AGREEMENT BETWEEN THE  
BOOSTERS OF BOYS AND GIRLS SPORTS ORGANIZATION (B.O.B.S.)  
AND THE CITY OF LODI FOR CONCESSION OPERATIONS AT ZUPO PARK

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WHEREAS, The City of Lodi has had an agreement with the B.O.B.S. Organization to operate the concession stand at Zupo Field for at least four years, authorization is granted to enter into a three-year extension of such Agreement (January 1, 1995 to December 31, 1998) between the Boosters of Boys and Girls Sports Organization (B.O.B.S.) and the City of Lodi for Concession Operations at Zupo Field, and

WHEREAS, such relationship has proven satisfactory to all parties; and

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the Agreement Between the Boosters of Boys and Girls Sports Organization (B.O.B.S.) and the City of Lodi for Concession Operations at Zupo Park is extended until December 31, 1998 on the terms and conditions found in attachment "A" hereto, which is incorporated by reference.

Dated: March 15, 1995

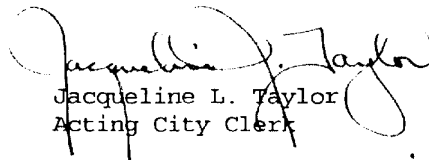
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I hereby certify that Resolution No. 95-36 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 15, 1995, by the following vote:

Ayes: Council Members - Davenport, Pennino, Sieglock, Warner,  
Mann (Mayor)

Noes: Council Members - None

Absent: Council Members - None

  
Jacqueline L. Taylor  
Acting City Clerk